



**State of New Hampshire
Department of Health and Human Services**

**REQUEST FOR APPLICATION
Customer Service and Support for Refer/Navigate**

FOR

RFA-2023-BEAS-05-CUSTO

April 7, 2022



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REQUEST FOR APPLICATIONS

1. Request for Services

1.1. Purpose and Overview

1.1.1. Purpose

This Request for Applications (RFA) is published to solicit applications for the provision of technical assistance support for the statewide Refer/Navigate database system to ensure that individuals have access to accurate and timely information about long-term care services and supports available in New Hampshire.

Eligible Applicants must have extensive knowledge about system functionality and reporting features of the Refer/Navigate database system, and demonstrate experience with data entry, training and support.

The Department of Health and Human Services (Department) anticipates awarding one (1) contract for the services in this RFA.

1.1.2. Overview

The Bureau of Elderly and Adult Services provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability.

ServiceLink, a program of the Department, helps individuals access and make connections to long-term services and supports; access family caregiver information and supports; and understand and access Medicare and Medicaid. ServiceLink is designated as New Hampshire's Aging and Disability Resource Center and the NHCarePath Full Service Access Partner - providing services for individuals of all ages, income levels and abilities, and administering programs and services such as Information Referral and Assistance, Options Counseling, NH Family Caregiver Program, State Health Insurance Assistance Program (SHIP), and Senior Medicare Patrol (SMP).

The ServiceLink program uses the Refer/Navigate database system to achieve the activities stated above. The Refer/Navigate database system requires an administrator to make changes and updates as needed, and to train Users on the system.

1.2. Scope of Services

1.2.1. Staffing

1.2.1.1. The Applicant must provide one (1) full-time equivalent (FTE) qualified staff, who demonstrates extensive experience with Refer/Navigate data entry, training, and support.

1.2.1.1.1. For the purposes of this RFA, one (1) FTE is equal to one (1) full-time employee who works 37.5



hours per week to provide customer support, training, and data entry as described in this RFA.

1.2.1.2. The Applicant must ensure staff assigned to the resulting contract has qualifications that include, but are not limited to:

1.2.1.2.1. Experience: At least four (4) years of experience with:

1.2.1.2.1.1. The Refer/Navigate system;

1.2.1.2.1.2. Information, referral and assistance, and resource database;

1.2.1.2.1.3. Training development and provision; and

1.2.1.2.1.4. Non-profit and/or human service fields.

1.2.1.2.2. License/Certification:

1.2.1.2.2.1. Community Resource Specialist - Database Curator (CRS - DC), within nine (9) months of the resulting contract effective date.

1.2.2. Customer Support

1.2.2.1. The Applicant must provide statewide technical assistance for the Department's web-based Refer/Navigate Database (from herein after referred to as "Database") including, but not limited to:

1.2.2.1.1. Providing customer support in accordance with the Alliance for Information and Referral Systems (AIRS) standards, federal and state laws, rules and policies for:

1.2.2.1.1.1. ServiceLink Users.

1.2.2.1.1.2. Department Administrator.

1.2.2.1.1.3. Individuals searching the Database for information about long-term services and supports in the community.

1.2.2.1.2. Providing toll-free, telephone customer support for 37.5 hours per week, Monday through Friday with the specific hours between 8:00 am and 5:00 pm at the discretion of the vendor.



- 1.2.2.1.3. Responding to customer support issues according to the following scale, or as agreed to by the Department and Applicant:
 - 1.2.2.1.3.1. Urgent Issues - The Applicant must respond to urgent email / telephone inquiries within 24 hours of request; and
 - 1.2.2.1.3.2. Non-Urgent Issues - The Applicant must respond to non-urgent email/ telephone inquiries within 72 hours of request.
- 1.2.2.1.4. Providing a monthly report, to the Department, identifying the number of customer support issues and those responded to within and outside of the normal urgent and non-urgent timeframes.
- 1.2.2.1.5. Responding to voice messages and emails utilizing Applicant provided systems and not personal devices or email accounts. Secure email must be utilized if protected health or personally identifiable information is included.
- 1.2.2.1.6. Communicating with Users based upon User preferences, for example, phone or email.
- 1.2.2.1.7. Responding to questions from the ServiceLink administrator within 72 hours.
- 1.2.2.2. Within the Database, the Applicant must provide technical assistance to:
 - 1.2.2.2.1. Document calls/contacts, demographics options counseling activity, contact and client follow up activities, case notes, person-centered action plans;
 - 1.2.2.2.2. Track and monitor performance activities of Users;
 - 1.2.2.2.3. Track client records; and
 - 1.2.2.2.4. Generate ad hoc and preprogrammed Database reports.

1.2.3. Training

- 1.2.3.1. The Applicant must provide 1-1 or group trainings, materials and evaluations to Database Users, as requested and approved by the Department.



- 1.2.3.2. The Applicant must provide group trainings for new or improved system procedures, or system enhancements, as needed.
- 1.2.3.3. The Applicant must update the Database User Manual and User tip sheets to address needs for new or existing Users.
- 1.2.3.4. The Applicant must ensure all training materials, historical, current, or future, do not disclose or contain any confidential information as defined in Exhibit K, DHHS Information Security Requirements.

1.2.4. Data Entry

- 1.2.4.1. The Applicant must ensure all data entry occurs within the Database.
- 1.2.4.2. The Applicant must agree that the Department is the sole owner of all data, and approves all access to that data.
- 1.2.4.3. The Applicant must add agency records for new agencies into the Database, in accordance with AIRS standards, within two (2) weeks of receiving the request including, but not limited to:
 - 1.2.4.3.1. Vetting agencies to ensure they qualify.
 - 1.2.4.3.2. Tailoring agency information in order to meet ServiceLink criteria.
 - 1.2.4.3.3. Working with agencies to check a new posting for accuracy.
 - 1.2.4.3.4. Inform service providers of final decisions.
- 1.2.4.4. The Applicant must confirm the accuracy and completeness of information in the Database, in accordance with AIRS standards, through activities including, but not limited to:
 - 1.2.4.4.1. Reviewing a minimum of 600 records annually.
 - 1.2.4.4.2. Following up with agencies that do not reply to the request for updated information.
 - 1.2.4.4.3. Requesting all agencies listed in the Database complete annual surveys.
 - 1.2.4.4.4. Updating agency records as needed.
- 1.2.4.5. The Applicant must convene and facilitate User workgroups as well as conversations with individual Users or the Department, as requested by the Department, to:
 - 1.2.4.5.1. Determine the information and skills needed by existing and new Users.
 - 1.2.4.5.2. Identify system and User problem areas.



- 1.2.4.5.3. Document and track problem areas Users may have with the database.
- 1.2.4.5.4. Provide recommended solutions to the Department.
- 1.2.4.6. The Applicant must email Users about modifications to accessing, searching and entering data in the Database two (2) days prior to changes taking effect.
- 1.2.4.7. The Applicant must create reports and mailing lists from the Database, as requested by the Department.
- 1.2.4.8. The Applicant must check system reports on a monthly basis to ensure:
 - 1.2.4.8.1. Users can run reports as needed; and
 - 1.2.4.8.2. Users are tracking the appropriate data.
- 1.2.4.9. The Applicant must collaborate with the Department's Database Contractor to:
 - 1.2.4.9.1. Address system issues as needed;
 - 1.2.4.9.2. Refer any system issues that may have financial implications with the Database Contractor to the Department;
 - 1.2.4.9.3. Maintain a list of system issues and subsequent resolutions; and
 - 1.2.4.9.4. Troubleshoot and correct problems that may arise.
- 1.2.4.10. The Applicant must agree that the information stored within the Database is owned by the Department.
- 1.2.5. **Quality Assurance and Outcomes**
 - 1.2.5.1. The Applicant must monitor the quality of the data entered into the Database, in accordance with AIRS standards, by:
 - 1.2.5.1.1. Running monthly preprogrammed activity reports to review the data;
 - 1.2.5.1.2. Ensuring the data is entered in accordance with User policies and procedures, and all fields have proper documentation according to AIRS standards;
 - 1.2.5.1.3. Reporting to the Department, within five (5) business days, when the quality of the data does not meet AIRS standards;



- 1.2.5.1.4. Recommending, to the Department, process improvements to ensure that data meets AIRS standards; and
- 1.2.5.1.5. Recommending, to the Department, improvements to existing policies, procedures, forms, and the training manual to ensure that data meets AIRS standards.
- 1.2.5.2. The Applicant must provide verification to the Department that their assigned FTE, within nine (9) months of the resulting contract effective date, is certified through AIRS as a Community Resource Specialist - Database Curator (CRS - DC)
- 1.2.6. Access Management and Audits**
 - 1.2.6.1. The Applicant must sign and comply with applicable State or Department system policies and procedures, Department and systems access forms, and use agreements as part of obtaining and maintaining access to State network or Department system(s), which must be completed prior to network or system access being authorized, and on a regular basis as requested by the Department.
 - 1.2.6.2. The Applicant must agree to participate in audits conducted by the Department that include, but are not limited to:
 - 1.2.6.2.1. Security risk assessments.
 - 1.2.6.2.2. Associated administrative practices.
 - 1.2.6.2.3. Requests for additional documentation in support and compliance of the agreement and/or any contract entered into with the Department.
- 1.2.7. Performance Measures**
 - 1.2.7.1. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.
 - 1.2.7.2. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract.
- 1.2.8. Reporting Requirements**
 - 1.2.8.1. The Applicant must provide a semi-annual report within ten (10) days after the reporting period that includes, but is not limited to:
 - 1.2.8.1.1. All training and contract activities completed.



- 1.2.8.1.2. Member list and summary of notes from trainings and workgroup meetings.
- 1.2.9. The Contractor may be required to collect other key data and metrics with the Department, in a format specified by the Department
- 1.2.10. Applicants must demonstrate the capacity and performance experience to meet the Scope of Services outlined in this RFA.

1.3. Compensation & Contract Value

- 1.3.1. The Department anticipates using Federal and General funds for the resulting contract. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected vendor will be subject to the requirements in the following Assistance Listing Numbers:
 - 1.3.1.1. #93.052, Administration for Community Living – Title III E;
 - 1.3.1.2. #93.324, Administration for Community Living – State Health Insurance Program;
 - 1.3.1.3. #93.667, Social Services Block Grant;
 - 1.3.1.4. #93.778, Centers for Medicare & Medicaid Services
- 1.3.2. Funding is anticipated to be available for the resulting contract as follows:

	Minimum Available Funding
State Fiscal Year 2023	\$69,616
State Fiscal Year 2024	\$69,616
Total Compensation	\$139,232

The selected Applicant must provide one budget for each state fiscal year for Department approval, prior to contract execution. Payment for services will be on a monthly cost reimbursement basis, based on approved budgets that will be included in the resulting contract.

1.4. Contract Period

- 1.4.1. The Contract resulting from this RFA is anticipated to be effective July 1, 2022, or upon Governor and Executive Council approval, whichever is later, through June 30, 2024.
- 1.4.2. The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory Contractor performance, continued funding, agreement of the parties, and Governor and Executive Council approval.



1.5. Mandatory Responses to RFA Questions

Question 1 – Describe, in narrative form, your ability to perform the entire Scope of Services, without interruption in this RFA. Provide your staffing plan that demonstrates your ability to provide services. Include:

- Recruiting and retaining staff.
- Curriculum Vitae/Resumes and/or credentials of key staff, for filled positions.
- Any specialized staff training completed relevant to providing services in this RFA.

Question 2 – Describe, in narrative form, your knowledge about system functionality and reporting features of the Refer/Navigate database or equivalent/similar database.

Question 3 – Describe, in narrative form, your experience providing customer support and data entry for the Refer/Navigate database or equivalent/similar database.

1.6. Application Evaluation

The Department will use a scoring scale of 100 points. The Department will select an Applicant based upon the criteria and standards contained in this RFA and applying the points set forth below:

- 1.6.1. Ability Q1 – 30 Points
- 1.6.2. Knowledge Q2 – 35 Points
- 1.6.3. Experience Q3 – 35 Points

Total Possible Points – 100 Points

1.6.4. Each set of responses to questions in Subsection 1.5, above, will result in a stand-alone score. Each question will be scored based on the following scoring matrix:

Scoring range			Criteria
Q1	Q2	Q3	
0-9	0-12	0-12	Does not demonstrate what is asked in related question; lacks detail in description; information provided does not pertain to the question asked.
10-19	13-23	13-23	Somewhat demonstrates what is asked in related question; contains minimal details in description; information



			provided somewhat pertains to the question asked.
20-30	24-35	24-35	Demonstrates what is asked in related question; sufficient details are provided; information provided clearly pertains to the question asked.

- 1.6.5. A team of qualified individuals will review applications and assign scores based on the applicable criteria. Scores will be ranked highest to lowest. The Department will make an award to the highest scoring vendor.

2. Notices

2.1. Exceptions

- 2.1.1. The Department will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Section 3. Applicants may not request exceptions to the Scope of Services or any other sections of this RFA.
- 2.1.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 2.1.3. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period may not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the Department’s terms in response to this solicitation.

2.2. RFA Amendment

The Department reserves the right to amend this RFA, as it deems appropriate, prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department’s website.

2.3. Application Submission

- 2.3.1. Applications must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 2.3.1.1. The subject line must include the following information: **RFA-2023-BEAS-05-CUSTO** (email xx of xx).



- 2.3.1.2. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.

2.4. Compliance

- 2.4.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 2.4.2. The selected Contractor must meet all information security and privacy requirements as set by the Department. Disclosure of confidential data requires prior written approval of the Department.
- 2.4.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 2.4.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 2.4.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 2.4.3.3. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the



right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

2.4.4. Credits and Copyright Ownership

2.4.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, *“The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”*

2.4.4.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

2.4.5. Culturally and Linguistically Appropriate Services

2.4.5.1. The New Hampshire Department of Health and Human Services is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, the Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, the Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

2.4.5.2. The Department requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

2.4.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and



linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the Department's website.

- 2.4.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 2.4.5.5. Applicants are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 2.4.5.6. Successful Applicants will be:
 - 2.4.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
 - 2.4.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.
- 2.4.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 2.4.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes



minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

2.4.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;

2.4.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and

2.4.5.7.4. The resources available to the organization to provide language assistance.

2.4.5.8. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their Application.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.

2.4.5.9. For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFA, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.

2.4.6. Audit Requirements

2.4.6.1. The Contractor must email an annual audit dhhs.act@dhhs.nh.gov if **any** of the following conditions exist:

2.4.6.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

2.4.6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

2.4.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

2.4.6.2. If Condition A exists, the Contractor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the



close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 2.4.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 2.4.6.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 2.4.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

2.5. Non-Collusion

The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude Department from obtaining the best possible Application.

2.6. Applicant Withdrawal

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Contract Specialist identified in Paragraph 3.3.2.

2.7. Public Disclosure

2.7.1. Pursuant to RSA 21-G:37, the content of responses to this RFA must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Applications, the Department will publish the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFA, the Department will post the name, rank or score of each Applicant. Applicant's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.

2.7.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA may be subject to public disclosure under RSA 91-A. In addition,



in accordance with RSA 9-F:1, any contract entered into as a result of this RFA will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

2.7.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Applicant is strongly encouraged to provide a redacted copy of their application.**

2.7.4. Each Applicant acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by an Applicant as confidential, the Department shall notify the Applicant and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Applicant without incurring any liability to the Applicant.

2.8. Non-Commitment

Notwithstanding any other provision of this RFA, this RFA does not commit the Department to award a Contract. The Department reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RFA and to solicit new Applications under a new Application process.

2.9. Request for Additional Information or Materials

The Department may ask any Applicant to provide additional information or materials needed to clarify information presented in the Application. Such a request will be issued in writing and will not provide an Applicant with an opportunity to change, extend, or otherwise amend its Application in intent or substance.

2.10. Liability

By submitting an Application in response to this RFA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting contract.



2.11. Oral Presentations and Discussions

The Department reserves the right to require some or all Applicants to make oral presentations of their Application. The purpose of the oral presentation is to clarify and expound upon information provided in the written application. Applicants are prohibited from altering the original substance of their Applications during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.

2.12. Successful Applicant Notice and Contract Negotiations

2.12.1. If an Applicant(s) is selected, the Department will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will not contact Applicant(s) that are not initially selected to enter into contract negotiations.

2.13. Scope of Award and Contract Award Notice

2.13.1. The Department reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

2.13.2. If a contract is awarded, the Applicant must obtain written consent from the Department before any public announcement or news release is issued pertaining to any contract award.

2.14. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Applicant's location or at any other location deemed appropriate by the Department, to determine the Applicant's capacity to satisfy the terms of this RFA. The Department may also require the applicant to produce additional documents, records, or materials relevant to determining the Applicant's capacity to satisfy the terms of this RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Applicant.

2.15. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFA shall be governed by RSA 21-G:37, and the procedures and terms of this RFA. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFA. In the event that any legal action is brought challenging this RFA and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees



to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

2.16. Contingency

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

2.17. Ethical Requirements

From the time this RFA is published until a contract is awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Application to this RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant or similar request for submission issued by any state agency. An Applicant that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

3. Application Process

3.1. Overview

- 3.1.1. Application documents must be presented in the order indicated below.
- 3.1.2. Applications must conform to all instructions, requirements and contents indicated below.
- 3.1.3. The Department must receive the Application by the time and date specified in the Procurement Timetable in Section 3 and in the manner specified or it will be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 3.1.4. The Department will conduct an initial screening step to verify Applicant compliance with the submission requirements of this RFA. The Department may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the RFA requirements if it is determined to be in the best interest of the Department.
- 3.1.5. Late submissions that are not accepted will remain unopened and will be discarded. Submission of the Application shall be at the Applicant's expense.

3.2. Application Content

- 3.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:



- 3.2.1.1. Reference, "**RFA-2023-BEAS-05-CUSTO**,"
- 3.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;
- 3.2.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;
- 3.2.1.4. Contain the date that the Application was submitted; and
- 3.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.
- 3.2.2. **Mandatory Responses** to RFA Questions in Subsection 1.5, with questions numbered and answered in sequential order.
- 3.2.3. **Curriculum Vitae or Resume** of each individual performing functions identified in this RFA.
- 3.2.4. **Licenses, Certificates and Permits** as required by this Request for Application.
- 3.2.5. **Current Certificate of Insurance**
- 3.2.6. **Three (3) references for the Applicant.** The Applicant must submit three (3) written references from individuals or organizations who have knowledge of the Applicant's ability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference:
 - 3.2.6.1. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.
 - 3.2.6.2. The Department may contact a reference to clarify any information.
- 3.2.7. **New Hampshire Certificate of Good Standing**

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.
- 3.2.8. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.
- 3.2.9. **Appendix B – Contract Monitoring Provisions.**
- 3.2.10. **Appendix C – CLAS Requirements.**



3.3. Procurement Timetable and Contact Information

3.3.1. Schedule of Events

Item	Action <i>(All times are according to Eastern Standard Time. The Department reserves the right to modify these dates at its sole discretion.)</i>	Date
1.	RFA Release Date	April 7, 2022
2.	RFA Applicant Questions Submission Deadline	April 14, 2022 11:59 PM
3.	Department Responses to Questions Published	April 21, 2022
4.	Application Submission Deadline	April 28, 2022 12:01 AM

3.3.2. All questions and applications must be submitted electronically to:

State of New Hampshire
 Department of Health and Human Services
 Amy Marchildon, Business Administrator IV
 Bureau of Contracts & Procurements
 129 Pleasant Street
 Concord NH 03301
 Email: Amy.E.Marchildon@dhhs.nh.gov
 Phone: (603) 271-6533

3.3.3. From the date of release of this RFA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the Department regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.3.2, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFA with any potential contractor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

3.4. Applicant's Questions and Answers

3.4.1. All questions about this RFA, including but not limited to requests for clarification, additional information or any changes to the RFA must be made in writing, citing the RFA page number and part or subpart, and submitted by email to the Contract Specialist identified in Paragraph 3.3.2.



- 3.4.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 3.4.3. Questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 3.4.4. Questions must be received by the deadline provided in Paragraph 3.3.1, Procurement Timetable.
- 3.4.5. Written answers to questions received will be published on the Department's website on or about the date indicated in Paragraph 3.3.1, Procurement Timetable.

3.5. Validity of Application

Applications must be valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable above, or until the Effective Date of any resulting Contract, whichever is later.

4. Appendices

- 4.1. Appendix A – P-37 General Provisions and Standard Exhibits (*for reference only-do not return*)**
- 4.2. Appendix B – Contract Monitoring Provisions**
- 4.3. Appendix C – CLAS Requirements**